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support for himself for the remainder of his life, and the failure of the son to comply with his agreement, rendering impossible of realization the purpose of the grantor, it is held, in *Glocke v. Glocke* (Wis.) 57 L. R. A. 458, that if a grantor elects to rescind the transaction, a court of equity will take jurisdiction to give a protective remedy to him by establishing his status as owner of the property.

To the same effect, see *Lowman v. Crawford*, 99 Va. 688, 7 Va. Law Reg. 551, and note; also 7 Va. Law Reg. 601.

CONTRACTS OF MARRIED WOMEN—SURETYSHIP—CONFLICT OF LAWS.—The contract of a married woman as surety on a note is held, in *Union Nat. Bank v. Chapman* (N. Y.) 57 L. R. A. 513, to be governed by the law of the place where her signature is affixed and the instrument delivered to the payee, although the note is payable in another State, and, as against the makers, has no valid inception until its negotiation in the latter State if the surety has no knowledge that it is to be negotiated there, or intention that her contract shall be governed by the laws of that State.

The subject of conflict of laws as to capacity of a married woman to contract is discussed in a note to this case.

PUBLIC OFFICERS — RESIGNATION — CONSTITUTIONAL PROVISION.—Under the Texas Constitution it is provided that all officers within the state shall continue to perform the duties of their respective offices until their successors are chosen. Plaintiff resigned as county surveyor in order that he might purchase public lands, which he was prohibited to purchase while in office. The resignation was accepted. *Held*, that until his successor was appointed his resignation was not effective. *Keen v. Featherston* (Tex.), 69 S. W. 983.

A similar ruling was made in *Badger v. Bolles*, 93 U. S. 599. The Virginia Constitution (1902) contains a similar provision (sec. 33).

ADMIRALTY—RIGHT OF MASTER TO CHASTISE SEAMAN.—A master may inflict moderate chastisement for disobedience. He may correct a disobedient seaman by corporal punishment, but it must be reasonable, decent and not disproportionate to the offense. The court will not undertake to adjust very exactly the balance between the gravity of the offense and the quantum of punishment. *The City of Mobile* (D.C.) 116 Fed. 212.

To justify a seaman in leaving a vessel before the termination of the voyage on account of the cruelty of the master, it must be apparent, as from repeated acts of cruelty or oppression, that he could not remain without extreme danger to his personal safety. *Ib.*

CHANCERY PRACTICE—INFANTS—CONSENT DECREES.—Where a consent decree was rendered by the court without looking into the merits to determine whether or not it was for the benefit of the infant, *Held*, error. *Rankin v. Schofield* (Ark.) 70 S. W. 306.

Though infants are incapable of consenting to a decree, it is binding upon